

UNITED STATES DEPARTMENT OF JUSTICE  
WASHINGTON, D.C. 20530

## AMENDMENT TO REGISTRATION STATEMENT

Pursuant to the Foreign Agents  
Registration Act of 1938, as amended.RECEIVED  
DEPARTMENT OF JUSTICE  
AUG 17 9 59 AM '79  
REGISTRATION UNIT  
INTERNAL SECURITY  
SECTION  
CRIMINAL DIVISION

1. Name of Registrant  Sontheimer and Company, Inc.	2. Registration No. 1648
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for \_\_\_\_\_
- ☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- ☐ Other purpose (specify) \_\_\_\_\_
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list -

Contract between Registrant and the Government of the Island Territory The Windward Islands Section Sint Maarten

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Renewal for the period commencing January 1, 1979 of contract previously filed.

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Morton Sontheimer

Richard Hazlett

Subscribed and sworn to before me at

this 13<sup>th</sup> day of August, 1979

(Notary or other officer)

My commission expires  
BARRY LEE COHEN  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 5735505  
Qualified in Suffolk County  
Term Expires March 30, 1980



Contract for Public Relations Services between jointly the GOVERNMENT OF THE ISLAND TERRITORY THE WINDWARD ISLANDS SECTION SINT MAARTEN (consisting of St. Maarten, St. Eustatius, and Saba and hereinafter jointly referred to as the "Client") and SONTHEIMER AND COMPANY, INC. (hereinafter referred to as the Company), a New York corporation as follows:

- I. The Company agrees that promptly upon receipt from the Client of executed copies of the contract together with full payment of any monies required to be paid upon signing, the Company shall promptly sign and return to the Client a copy of this contract and it shall thereupon become affective. The term of contract shall commence January 1, 1979 and shall continue thereafter on a year to year basis; provided, however, that either party shall have the right to terminate this contract effective as of the end of the first or any subsequent contract year by giving written notice to the other party to that effect no later than three months prior to the end of such contract year.
- II. Under this contract, the Company will:
  - A. Conduct a public relations program for the Client with the primary objective of supporting and advancing the tourism industry for the three islands.
  - B. Maintain a tourism information office for these islands in New York City.
- III. A. Public relations services by the Company shall be directed toward the United States, Canada and the Caribbean, especially San Juan, Puerto Rico, and shall include:
  - Preparation and distribtion of releases and other information material for the general consumer press and travel trade journals.

-Establishing and maintaining contacts with travel editors, writers, and others in the tourism industry.

-Arranging press interviews with tourism officials, hotel people, merchants, and others in the tourism industry.

-Arranging magazine articles and television and radio programs and mentions.

-Producing and distributing photographs.

-Encouraging visits by press people from the United States, Canada and Puerto Rico to the Islands and arranging guidance and orientation for them while there.

-Suggesting and arranging special events.

-And generally advising and consulting the Client on matters of tourism.

B. To implement these obligations, the Company will make available the services of an account director, personal attention of the President, and staff support as needed.

C. Information office services shall include:

-Answering inquiries and disseminating information about St. Maarten, Saba and St. Eustatius to the general public and to the travel industry (travel agents, tour operators, airlines, cruise ship lines, charter organizers, etc.).

- Negotiating with cruise ship lines to make stops in the three islands.
- Maintaining contact with airlines serving the islands and assisting other airlines when indicated with new route applications.
- Assisting in the acquisition and servicing of group business.
- Filling and negotiating with the CAB for allocation of free transportation for travel agents and press.
- Organizing and assisting with travel agents familiarization visits.
- Serving as North American liaison for members of the St. Maarten Hotel Association and others in the Client's travel industry.

To implement these obligations the Company will make available the services of a Tourist Information Office Manager, a receptionist, staff assistance as required and supervisory services of an account director.

- IV. The Company will undertake public relations and information office training and orientation in New York for candidates officially sponsored by the tourist bureaus in the Islands, desk and office space, and use of standard office equipment and materials to be provided by the Company for a reasonable period. Salary and necessary logistic expenses will not be the Company's obligation.

V. The Company shall not be required to perform services of a political or lobbying nature, or the duties of an advertising agency per se; nor shall the Company be required to pay for advertising or pay any of the expenses of press representatives or persons of like public relations value other than members of the Company staff visiting the Islands.

VI. A. Payments under Article VII herein cover the following:

Salaries and fringe benefits of Company staff working on behalf of the Client, taxes, photographic supplies, photographic laboratory costs, cost of telephones, cables, telegrams, postage and mailings, freight and air cargo and messenger service required for the public relations activity within and between the United States and the Islands, cost of mailings to the Islands, press clippings, subscriptions, reference books, entertaining, rents and utilities and other overhead items, local transportation in New York for staff members and travel expenses, not otherwise provided for, of staff members to and from the Islands.

B. The Company shall, at cost plus a fifteen percent overhead charge in addition to the monies provided elsewhere by this contract, produce travel advertising, travel literature and/or motion pictures for the Client, if requested, or authorized by the Client.

C. The Company shall be reimbursed additionally for any travel of staff members other than between the United States and the Islands, providing same is authorized by the Client.



- D. The Client will see to it that complimentary hotel accommodations are arranged including meals for members of the Company in the Islands on business under this contract, that transportation for them on the Islands is provided, and will use its best efforts with carriers to obtain complimentary (or reimbursed) transportation for them to and from the Islands. Any expenses for members of the Company in the Islands incurred on business will be reimbursed by the Client.
- E. The Client will do its best to expand the public relations program by endeavoring to obtain the same concessions for press visitors and others who can be helpful to the Islands, and the Company will try to induce the proper persons to take advantage of such concessions.
- VII. A. The Client will keep the Company informed of development effecting tourism in the Islands, and will supply all available statistics.
- B. The Company will report to the Client on its activities under this contract at least monthly and will supply evidence of results obtained.
- VIII. For public relations activities described herein, the Client will pay the Company a fee of one hundred seventeen thousand four hundred one dollars a year (\$117,401.00).
- IX. A. The Company will operate or supervise offices of tourism for the Islands within the Company's New York office suite for an additional fee of twenty-five thousand dollars (\$25,000.00).

B. The Company will provide office space in New York for this activity and pay for special telephones and directory listings, provide or pay for storage space for literature and pay for all reasonable mailing and communications costs.

Mass mailings to travel agents will be paid for by the Company so long as they do not exceed a total of \$500.00 in any year, but mass mailings beyond that will be chargeable to the Client.

X. A. The total annual sum of one hundred forty-two thousand four hundred one dollars (\$142,401.00) shall be paid as follows: \$23,734.00 on January 1, 1979 and \$10,787.91 on the first of each month thereafter. On January 1st of the following year, the same schedule of payments shall be instituted unless the Contract is cancelled or changed.

B. This Contract in no way changes or nullifies the auxiliary contract between the Company and the Netherlands Antilles Government dated March 20, 1967, a copy of which is attached herewith as appendix A.

C. All payments made according to the Contract mentioned in section X B above will be due from the Client during the six month period beginning May 1st so that, in effect, on the first day of each month commencing May 1, 1979, each payment by the Client shall be reduced accordingly.

D. This entire \$142,401.00 shall be deposited in or guaranteed by a New York bank on or before January 1, 1979 to be used solely for the Company to draw upon for payments hereunder. With respect to each subsequent year of this Contract, the fee shall similarly be deposited in or guaranteed by a New York bank on or before January 1st of such contract year.

E. The Company shall be promptly reimbursed for any projects or expenses of an unanticipated or costly nature undertaken at the request or with the consent of the Client.

F. Should any payments from the Client be more than thirty days in arrears, the Company shall be entitled to interest at the then rate being charged by Chemical Bank in New York City on the amount of such payments.

XII. Any controversy or claim arising out of or relating to this contract, or the breach or alleged breach thereof, shall be settled by arbitration in New York, New York, before one arbitrator in accordance with the then Rules of the American Arbitration, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notice of arbitration or service of any other process hereunder shall be deemed sufficient if sent by Registered or Certified Mail to the Company or to the Client at their addresses set forth herein or to such other address as either party might notify the other party of in writing.



- XII. No waiver in any one or more instances by either of the parties of any breach by the other party or any terms or provisions contracted in this Contract shall be considered a waiver of any succeeding or preceding breach
- XIII. All notices to be made hereunder to Client shall be made to and under the name of ISLAND TERRITORY THE WINDWARD ISLANDS, Section St. Maarten, Philipsburg, St. Maarten, N.A. and all notices to be made to the Company shall be made to SONTHEIMER AND COMPANY, INC., 445 Park Avenue, New York, New York 10022.
- XIV. This contract is complete and embraces the entire understanding between the parties; all prior agreements between the parties, oral or in writing, having been merged herein. This contract may not be changed or supplemented orally but only in writing signed by both parties hereto. This contract is made in the island of St. Maarten and shall be construed in accordance with the laws of the Netherlands Antilles applicable to the contract wholly to be performed therein. All payments provided for herein are to be made in United States Dollars.

SONTHEIMER AND COMPANY, INC.

GOVERNMENT OF THE ISLAND TERRITORY THE WINDWARD ISLANDS SECTION ST. MAARTEN.

BY: 

BY: 

DATE: Jan 23, 1979

DATE: May 21, 1979